PLANS, PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE

FY2009-10 RESIDENTIAL SLURRY SEAL, I-100 B2010-11



ELIZABETH OVERSIBEET

OP-30-10

G VIL

CE CALLECTEUR

Elizabeth Overstreet Acting City Engineer

May 2010

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SECTION A – NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, June 24, 2010,** after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

FY2009-10 RESIDENTIAL SLURRY SEAL, I-100 B2010-11

Bid Schedule (for reference only) and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at http://www.torranceca.gov/18637.htm

Those who only view and/or print the Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

The official and required form of Proposal must be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California. There is no cost if picked up at City Hall. A payment of \$5 is required if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, mailing address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

A bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$10 if picked up at City Hall, or payment of \$15 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$10 includes a copy of the official form of Proposal. If requesting any item(s) by mail, please send check to the following:

CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2010-11

The Engineer's estimate of the contract total is between \$375,000 and \$405,000. All work shall be completed within **forty-five (45)** working days from the date of the Notice to Proceed.

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No facsimile bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class **A** or Class **C-12** Contractor's license is necessary to bid this project.

Pursuant to Section 1770 et seq. of California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California and is available in the Office of the City Clerk of the City of Torrance. Certified payrolls shall be submitted monthly by the contractor hired for this project.

By order of the City Council of the City of Torrance, California.

For further information, please contact Craig Bilezerian, Engineering Manager, in the Public Works Department at (310) 618-3054 or by email at cbilezerian@torranceCA.gov.

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SECTION B – INSTRUCTIONS TO BIDDERS	

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

B. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda for any reason during the advertising period. The Bidder shall acknowledge the receipt of any Addendum in its Bid. Failure of the Bidder to do so may result in the rejection of its Bid.

D. PREPARATION OF THE BID

1. Examination of Site, Maps and Specifications

Prior to submitting a Bid, the Bidder shall examine the Location Maps and the work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work sites.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work installed based on field measurements. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required eight (8) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes. In the case of discrepancy between unit bid price and total bid, the unit prices shall prevail.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished with these specifications. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price including the additive bid.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which the required eight (8) proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.

2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction-Excavation Permit Application Form
- 8) City of Torrance Business License

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all required permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall pay for and obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability, and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. PRE-BID INQUIRIES

Bidders with Pre-Bid Inquiries should contact Craig Bilezerian, Engineering Manager, at (310) 618-3054. All questions must be received no later than 5:00 p.m. on the Thursday, prior to the date for opening the bid. Questions received after this date may not be considered.

SECTION C – BID DOCUMENTS

BIDDER'S PROPOSAL

Comp	any:				
	FY2009-10 RESID	DENTIAL SLU 32010-11	JRRY SE	AL	
of the	able Mayor and Members e Torrance City Council nce, California				
In acc City C	ers of the Council: ordance with the Notice Inviting Bids policity of the City of Torrance for the sees to furnish all Work to be performentage, and the Contract Documents, for the council sees. SCHEDULE	above titled i ed in accorda the unit price	improvem ance with or lump	ent, the under the Specificat sum set forth i	signed hereby ions, Standard
Item No.	Description	Quantity	Units	Unit Price (\$)	Total Bid (\$)
1	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	1	LS	\$	\$
2	TYPE II SLURRY SEAL	3,248,000	SF	\$	\$
3	REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, REFLECTIVE PAVEMENT MARKERS AND LEGENDS	1	LS	\$	\$
4	TRAFFIC CONTROL	1	LS	\$	\$
	DULE A Total Bid:(/	Figures*)			
		(Words*)	 · · ·		

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.

If City funds are available, the City wishes to apply slurry seal to the access roads and parking lot of the Walteria Reservoir. The Walteria Reservoir is located on the east side of Crenshaw Blvd between Crest Rd and Rolling Hills Rd. As such, the items below may be included in the contract awarded for this project. If Schedule "B" is to be added to the contract, the lowest, responsible bidder would then be based on the combined total amounts shown for Bid Schedule "A" and Bid Schedule "B".

B2010-11
SCHEDULE B – WALTERIA RESERVOIR

Item No.	Description	Quantity	Units	Unit Price (\$)	Total Bid (\$)
1	Mobilization and Demobilization	1	LS	\$	\$
2	TYPE II SLURRY SEAL AT WALTERIA RESERVOIR	58,000	SF	\$	\$
3	RE-INSTALL ALL PAVEMENT MARKINGS, PARKING STALL STRIPING, REFLECTIVE PAVEMENT MARKERS AND LEGENDS	1	LS	\$	\$
4	TRAFFIC CONTROL	1	LS	\$	\$

SCHEDULE B Total Bid:		
	(Figures*)	
SCHEDULE B Total Bid:		
	(14/ 14)	
	(Words*)	

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.

B2010-11

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

		Contractor	
Date:	Ву:		
Contractor's State License No.:			
Class:			
Address:			
Phone:			
FAX:			

B2010-11

ACKNOWLEDGMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Bidder's Signature

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.
If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Date

CONTRACTOR'S AFFIDAVIT

B2010-11

STATE OF CALIFORNIA }	
COUNTY OF}	
	, being first duly sworn,
deposes and says:	
1. That he/she is the	
Title	
of	
(Name of Partnership, Cornor	ation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the FY2009-10 Residential Slurry Seal, B2010-11.

- 2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true:
- 3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
- 5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
- 6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this ______ day of _______, 2010.

Subscribed and Sworn to before me this ______ day (Contractor) of ______, 2010.

(Title)

Notary Public in and for said

That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to

7.

County and State.

(Seal)

BID BOND

B2010-11

KNOW ALL MEN BY THESE PRESENTS: That we,	
as principal, and	
as sureties, are held and firmly bound unto the City of To sum of dollars (\$ hereby bind ourselves, our successors, heirs, executors firmly by these presents.	
The condition of this obligation is such that, whereas the a with and submit to the City of Torrance a bid or proposal required in the City of Torrance, Project No. B2010-RESIDENTIAL SLURRY SEAL, I-100, and in compliance an invitation of said City contained in a notice or advertis bid or proposal of the said principal shall be accepted and to the principal by said City and if the said principal shall e accordance with said bid or proposal, or if the bid or propothis bond shall be void and of no effect and otherwise in fu	for the performance of certain work as 11, said work being: the FY2009-10 with the Specifications therefor unde ement for bids or proposals; now if the fithe said work be thereupon awarded enter into a contract with the said City in sal of the said principal is rejected, ther II force and effect.
•	Principal
	Surety/Attorney-in-Fact
	Signature
Name:	
Local Address:	
Phone No.:	
Fax No.:	

B2010-11 LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed:			
License Number:			
Address of Office, Mill or Shop:			
Specific Description of Sub-Contract:			
Name Under Which Subcontractor is Licensed:			
License Number:			
Address of Office, Mill or Shop:			
Specific Description of Sub-Contract:			
Name Under Which Subcontractor is Licensed:			
License Number:			
Address of Office, Mill or Shop:			
Specific Description of Sub-Contract:			
Name Under Which Subcontractor is Licensed:			
License Number:			
Address of Office, Mill or Shop:			
Specific Description of Sub-Contract:			

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work that they are to perform. Do not list <u>alternate</u> subcontractors for the same work.

REFERENCES FOR B2010-11

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1.	Name (Firm/Agency):	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
2.	Name (Firm/Agency):	
	Address:	
	•	
3.	Name (Firm/Agency):	
	Oomade / modific	
4.	Name (Firm/Agency):	
		
	•	
	Contract Amount:	

Page 2 of 2

REFERENCES FOR B2010-11

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amou	nt Agency	Date Completed
	·	
Contractor's License No.:	Class:	
a. Date first obtained:		
b. Has License ever been suspende lf yes, describe when and why:	ed or revoked?	
c. Any current claims against Licen If yes, describe claims:	se or Bond?	
Principals in Company (List all – attach		
<u>NAME</u> <u>Ti</u>	<u>TLE</u>	<u>LICENSE NO.</u> (If Applicable)

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1.	Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulation within the past five (5) years relating to your construction projects?		
	YES/NO (circle one)		
	Federal / State / Local (circle one)		
	If "yes," identify and describe, (including agency and status):		
	Have the penalties been paid? YES/NO (circle one)		
2.	Does your firm or its officers have any ongoing investigations by any public agence regarding violations of the State Labor Code, California Business and Professions Code of State Licensing Laws?		
	YES/NO (circle one)		
	Code/Laws:		
	Section/Article:		
	If "yes," identify and describe, (including agency and status):		

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation?

YES/NO (circle one	;)	
If yes, provide the follow	wing information (if more than once, use se	eparate sheets):
Date:	Entity:	
Location:		
Reason:	•	
Provide Status and any	Supplemental Statement:	
		And the second s
Has your firm been reir	stated by this entity?	
YES/NO (circle one	۵)	

SECTION D

DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,	, as	
Principal(s) and	, a corporation, incorporated, organized,	
and existing under the laws of the State of		
bonds and undertakings and to do a general suret		
Surety, are jointly and severally held and firmly boul	nd unto the City of Torrance, a municipal	
corporation, located in the County of Los Angeles, Sta	ate of California, in the full and just sum of:	
Dollars (\$), lawful money of the United	
States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.		
THE CONDITION OF THIS OBLIGATION IS SU	ICH, that: WHEREAS, said Principal(s)	
have/has entered into, or are/is about to enter into,	a certain written contract or agreement,	
dated as of the day of, 20	, with the said City of Torrance for the	
FY2009-10 RESIDENTIAL SLURRY SEAL, I-100, B2		
in said contract or agreement, a full, true and correc	t copy of which is hereunto attached, and	
hereby referred to and by this reference incorporated	herein and made a part hereof;	

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this	day of, 20	— ·
CORPORATE SEAL	PRINCIPAL(S):	
	BY	_
	BY	_
CORPORATE SEAL	SURETY:	
	BY	

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

i nat w	/e,
as Prir	ncipal(s) and
a cor	poration, incorporated, organized, and existing under the laws of the State of, and authorized to execute bonds and undertakings and to do a general
surety	business in the State of California, as Surety, are jointly and severally held and firmly
bound	
(a)	The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
(b)	The City of Torrance, California; and
(c)	Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
(d)	Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
(e)	Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
(f)	Any and all persons, companies, firms, associations, or corporations who supply both work and materials;
	hose claim has not been paid by said Principal(s), in full and just sum of
and s	d States of America, for the payment of which will and truly to be made, said Principal(s) said Surety do hereby bind themselves and their respective heirs, executors, istrators, representatives, successors and assigns, jointly and severally, firmly by these

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20___, with the City of Torrance for the FY2009-10 RESIDENTIAL SLURRY SEAL, I-100, B2010-11, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

LABOR AND MATERIAL BOND (CONTINUED)

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this	day of, 2	20
CORPORATE SEAL	PRINCIPAL:	
	BY	
CORPORATE SEAL	SURETY:	
	BY	

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of
, 2010 (the "Effective Date"), by and between the CITY
OF TORRANCE, a municipal corporation ("CITY"), and
("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct street slurry seal projects; and;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the FY2009-10 RESIDENTIAL SLURRY SEAL, I-100, Notice Inviting Bids No. B2010-11 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 12 months from the Effective Date.

3. **COMPENSATION**

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$______("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. <u>TERMINATION OF AGREEMENT</u>

- A. Termination by CITY for Convenience.
 - 1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
 - Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
 - In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

- 1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
- In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
- 3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. <u>INDEMNIFICATION</u>

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees. agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 - 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - 3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. <u>SUFFICIENCY OF INSURERS</u>

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that

CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6.	Addresses for purpose of giving notice are as follows:		
	CONTRACTOR:		
		Fax:	
	CITY:	City Clerk City of Torrance 3031 Torrance Boulevard	

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

Torrance, CA 90509-2970 Fax: (310) 618-2931

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. <u>INTEGRATION; AMENDMENT</u>

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,	Company	
a Municipal Corporation	Type of corporation	
	D	
Frank Scotto, Mayor	Ву:	
ATTEST:		
Sue Herbers, City Clerk	-	
APPROVED AS TO FORM:		
		•
JOHN L. FELLOWS III City Attorney		
,		
Due		
By:(name)		
Deputy City Attorney		
Attachment: Exhibit A: Bid		

EXHIBIT A Bid [To be attached]

CITY OF TORRANCE CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT

To be attached to and made a part of all policies insuring the liability of any person, form or corporation performing services under contract for the City of Torrance.

Not withstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

- 1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
- 2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE FY2009-10 RESIDENTIAL SLURRY SEAL. I-100

B2010-11

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

- 3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
- 4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$1,000,000 each Occurrence, and \$1,000,000 Aggregate.
- 5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
- 6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
 - (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.

(b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

	Duly Authorized Agent
Attached to and forming part of Policy No of the	
Date:	

WORKERS' COMPENSATION INSURANCE CERTIFICATION

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

	CONTRACTOR	
By:		
Titla:		

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (2003) and the Standard Specifications of the State of California Department of Transportation (Caltrans) 2006, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

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PART 1 - GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS. Add or redefine the following:

Agency: The City of Torrance, herein referred to as CITY.

Board: The City Council of the City of Torrance, herein referred to as City Council.

Engineer: The Public Works Director of the City of Torrance, acting either directly or through

properly authorized agents, such agents acting within the scope of the particular

duties entrusted to them.

Caltrans Specifications: State of California Department of Transportation Standard

Specifications, latest Edition and all supplements.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

2-4 CONTRACT BONDS. Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

2-5 PLANS AND SPECIFICATIONS. Add the following subsections:

2-5.1.1 Plans. There is no Plan for the Work. Included in Appendix "A" and "B" are location maps that show the work areas and a spreadsheet of other related information. Actual limits of the Work shall be determined in the field by the Engineer.

- **2-5.1.2 Specifications.** The Work shall be performed or executed in accordance with these Special Provisions and the following:
 - Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- **2-5.2 Precedence of Contract Documents.** Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Maps
- 7) City Standard Plans
- 8) Instruction to Bidders
- 9) Other Standard Plans
- 10) Standard Specifications for Public Works Construction
- 11) Reference Specifications

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions and Technical Specifications
- 4) Instructions to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

2-6 WORK TO BE DONE.

The Work generally consists of removal of existing thermoplastic striping and pavement markings/markers on some streets; applying slurry seal pavement coatings; installation of new striping, pavement markings/markers on City streets shown on the location maps and listed in Appendix A of this Specifications.

The Work also includes sweeping before and after slurry application, application of weed killer, removal of grease spots, traffic control, preparing and updating construction schedules, preparing and distributing notices to the residents (including removing visible notices at the completion of the adjacent work), posting streets for "no parking" and arranging for towing of cars, if necessary, protecting utility covers in place, and installing temporary pavement markers. Contractor will be responsible for removing (grinding or wet sandblasting) existing thermoplastic pavement markings on City streets.

The Contractor shall remove loose gravel from roadways, gutters, sidewalks, driveways and parkways after slurry application. This shall be accomplished by the use of hand brooms, blowers, automatic sweepers and similar tools.

The material to be used is standard quick-set slurry mix, with the addition of 2.5% latex. Type II slurry seal is to be used.

Where feasible, work adjacent to public schools is to be accomplished during the school district's summer break, which began in June 2010. School is expected to begin on Tuesday, September 7, 2010 following Labor Day.

2-10 AUTHORITY OF BOARD AND ENGINEER. Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

2-11 INSPECTION. Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the Engineer shall, if so directed by the Engineer, be uncovered to the extent required by the Engineer, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

2-11.1 Special Inspection Fees. Add the following subsection:

If the Contractor elects to work under this Contract more than 8 hours per day or more than 40 hours per week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates, unless waived by the Engineer:

Monday through Friday: \$125 per hour Saturday, Sunday and/or Holiday: \$1,200 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer. If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

2-11.2 Material Inspection/Testing and other CITY Expenses.

- (a) If a CITY subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the CITY subcontractor may charge the CITY an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct CITY crews to perform the work. For each occurrence, the CITY may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by CITY crews for labor, equipment and materials. The standard rates for CITY crews are available upon request from the Public Works Department.
- (c) For each sign, traffic drum, cone, delineator, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (d) Temporary lane closures maintained prior to 8:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local community. Unless otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 8:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK

3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with 3-3 as modified herein.

3-3.2.2 Basis for Establishing Costs. Replace the second paragraph of part (c) with the following:

The Contractor will be paid for the use of equipment at rental rates listed for such equipment in "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

3-3.2.3 Markup. Replace the entire subsection with the following:

(a) Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) Work by Subcontractor.

When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace the entire subsection with the following:

6-1.1 General.

Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit to the Engineer for approval a proposed construction schedule for all the work. The construction schedule shall be in accordance with Sections 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor. Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

- **6-1.2 Requirements for Schedules.** Contractor shall prepare separate schedules for each week of work. Each weekly schedule shall consist of a package containing:
 - Two copies of a location map showing each street proposed for slurry sealing for the upcoming week. The streets shall be color-coded to indicate the day of the week for application.
 - 2) One copy of a typed list of the streets (and limits) to be slurry sealed.

Upon approval of the schedule, Contractor shall immediately supply the Engineer with 3 additional color-coded street maps.

- **6-1.3 Criteria for Schedules.** In preparing the construction schedule, the following items shall be considered:
 - 1) Trash collection. The Location Maps in Appendix "A" shows the trash collection day for each area. THE CONTRACTOR IS PROHIBITED FROM APPLYING SLURRY SEAL ON THE DAY PRIOR TO AND THE SAME DAY AS TRASH COLLECTION.

Slurry seal should be scheduled to occur on the days immediately following trash collection. Also, slurry seal should be scheduled to allow a minimum of 4 calendar days of cure time, prior to trash collection days.

- 2) Saturday operations, if needed.
- 3) Temporary street parking for residents. The schedule shall allow affected residents ample on-street parking within a 1,000-foot distance from their homes and shall consider pedestrian access routes to said parking.
- 4) Stockpile area. Schedule shall indicate date for cleanup of stockpile area
- 5) Work shall be performed between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise approved by the Engineer. The Contractor shall consider in his schedule any reasonable delay required to locate owners of vehicles parked within the work areas. Locating vehicle owners must be coordinated with the Engineer, Inspector, and Torrance Police Department.

6-1.4 Updates.

The Contractor is expected to strictly adhere to the approved schedules. Should it be necessary to change the sequence of the streets to be slurry sealed, the Contractor shall immediately inform the Engineer and, within 24-hours of such notification, submit a revised schedule for approval. In no case shall the Contractor be allowed to slurry seal a street without notifying the Engineer and the residents as required in these Specifications.

Written re-notification is required, per Section 7-10.1.1, Notifications and Postings.

Payment for all scheduling activities shall be per the contract unit price for "Mobilization and Demobilization including Construction Schedules". No additional payment for "Construction Schedules" shall be paid.

6-1.5 Compensation.

The Contractor shall be compensated the total amount established by the CITY, as included in the Bidder's Proposal, if all schedules are submitted in a timely manner and in proper form. The amount listed in the Bidder's Proposal is fixed and will not be changed. This amount will be reduced if the Contractor is untimely or submits incomplete or illegible schedules, or if said schedules fail to comply with the requirements of the Specifications. The actual amount of compensation shall be commensurate with the completeness, clarity, and timeliness of the schedules and update(s), as determined by the Engineer.

6-7 TIME OF COMPLETION.

6-7.1 General. Replace this subsection with the following:

The contractor shall begin removal of existing pavement markings within five (5) working days of the start date specified in the Notice to Proceed and shall diligently prosecute the work to completion.

6-7.3 Contract Time Accounting. Insert the following before the first sentence:

Unless otherwise specified, contract time accounting shall be expressed in working days.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY. Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the work by the action of the elements, vandalism, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

A partial list of causes for rejection of work includes:

- Power steering marks
- Drive-through marks
- Raveling
- Color variations
- Loose gravel on roadways, sidewalks, gutters and parkways
- Deliberate defacing by vandals
- Slurried over traffic markings and/or manhole and utility valve covers
- Inadequate temporary traffic markers

6-9 LIQUIDATED DAMAGES.

In each of the two paragraphs, substitute "\$1,000" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. Replace the second sentence of the second paragraph with the following:

The Contractor must maintain at its sole expense insurance, conforming to the requirements of Article 17, "INSURANCE" of the Public Works Agreement

Add the following:

The Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor.

7-5 PERMITS. Replace this Section with the requirements of paragraph J in the Instructions to Bidders.

7-8 PROJECT SITE MAINTENANCE

7-8.5 Temporary Light, Power, and Water. Add the following:

The Contractor shall obtain a construction water meter from the CITY by calling Torrance Customer Service Operations ("CSO") at (310) 921-6449. A \$1,000 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

Some water mains in Torrance are owned/operated by California Water Service. For rental of a hydrant meter the Contractor shall call California Water Service at (310) 257-1400.

7-8.6 Water Pollution Control. Add the following subsections:

7-8.6.1 Best Management Practices (BMPs).

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County Department of Public Works Cashier's Office 900 S. Fremont Avenue Alhambra, CA 91803 Telephone (626) 458-6959

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times. The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for the various items of work.

Add the following subsections:

7-8.8 Contractor's Storage Yard.

The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

7-8.9 Graffiti Removal.

The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

7-9.1 Protection of Permanent Pavement Markers, Manholes, Valves, Thermoplastic Markings

The Contractor shall cover and protect existing raised pavement markers (blue, white and yellow), manhole covers, utility valve covers, and similar items from damage and discoloration from the slurry seal operation. The City uses special water valve lids which must be protected at all times.

Existing thermoplastic "STOP" legends and 12"-wide stop bars and other thermoplastic pavement markings that are not within the work area, but in close proximity shall either be masked to prevent damage during the slurry seal application or, if damaged, replaced in-kind after the slurry seal application. Refer to Section 310-5.6.1 of these Specifications.

All protective masking material shall be promptly removed by the Contractor.

Full compensation for protection and restoration of existing improvements shall be included in the bid items to which this work is appurtenant and no additional compensation will be allowed therefore.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. Delete section and replace with:

The Contractor is allowed to fully close local residential street segments and restrict access to private properties for up to 9 hours (7:00 a.m. to 4:00 p.m.), subject to compliance with the operational requirements of these specifications. The Contractor's operations shall cause no unnecessary inconvenience and shall accommodate emergency access to residents and businesses on a case by case basis.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and similar devices needed for traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition, and the California Supplement. Flagmen shall also be provided by the Contractor on an as-needed basis.

The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

At the end of each day's work and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.

7-10.1.1 Notifications and Postings.

SIGNS SHALL NOT BE POSTED ON TREES, TRAFFIC SIGNAL POLES, UTILITY POLES, STREET LIGHTS, OR ANY OTHER STREET FURNITURE.

Notifications and postings shall consist of door-hanger Notices, printed Notices mounted on barricades or wood stakes, and "No Parking – Tow Away" signs. The Contractor shall supply, distribute, and/or post all such notices. All Notices must be submitted for approval to the Engineer and at least 2 working days prior to the required distribution date. The Contractor shall be responsible to revise said Notices if required by the Engineer.

A door-hanger Notice for each street segment shall be distributed a) 1 week prior to the work and b) 48 hours in advance of the slurry seal operation on that street segment. Said Notice shall be written as being issued by the City of Torrance and shall contain a general description of the work to be done, the name of the street to be sealed with limits, the day and date of the slurry application, a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work (with a statement that the street will be re-opened earlier if possible), a statement (in bold type) that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D; a statement that in the event the street is missed, it will be rescheduled in approximately 1-2 weeks and that the residents will be re-notified; a statement that there will be no disruption of trash collection schedules, and the name and telephone number of the Contractor. Additionally, the Notice shall contain a statement that the street to be sealed will be closed to all vehicular traffic, including access to and from parking areas and garages, and the suggestion that if residents require the use of their vehicles on the day of the sealing work, they should consider parking their vehicle on nearby streets not scheduled for sealing application.

A copy of the above Notices shall be posted at each and all access points to the affected street segment and in the same manner as the "No Parking – Tow Away" signs.

The "No Parking-Tow Away" signs shall be posted on each street segment at least 48 hours in advance of the slurry seal application. The signs shall be mounted on 1" x 2" wood stakes, barricades, or other approved support. Signs shall be spaced at approximately 100' intervals on both sides of the street. The text shall include the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles must be towed away at owner's expense per California Vehicle code CVC 22651L and CVC 22654D.

The Contractor shall document the day, date, and time that the signs are installed. The "No Parking" restriction cannot be enforced until the signs have been in place at least 24 hours. The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on the same day after completion of the work or as otherwise directed by the Engineer.

If, in the event a street scheduled for sealing is missed, the Contractor shall immediately remove all "No Parking" signs and Notices and deliver a new Notice from the City to all previously notified persons. Said Notice, to be prepared by the Contractor, must be approved in advance by the Engineer. The Contractor shall have on the job site prior to the start of each day's work an adequate supply of approved Notices for missed streets.

Full compensation for conforming to the above requirements shall be considered as included in the various bid items to which the notifications and postings are appurtenant, and no additional compensation will be allowed therefore.

7-10.1.3 Temporary Pavement Markings

Temporary pavement delineation shall be furnished, placed and maintained by the Contractor, in accordance with the provisions of Section 12-3.01, of the Caltrans Specifications. Contractor will be responsible for the removal of the temporary marks and perform the permanent pavement striping. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual on Uniform Traffic Control Devices or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement delineation, temporary or planned pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Stop bars and cross walks shall also be clearly delineated by raised pavement markers at 5 feet on-center, minimum. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, Telephone (916) 924-9605.

MV Plastics Chip Seal Marker (1280/1281 Series) manufactured by MV Plastics, Inc., 533 W. Collins Avenue, Orange, CA 92667, Telephone (714) 532-1522.

Application shall be in accordance with the manufacturer's instructions, except that epoxy adhesive shall not be used.

There shall be no additional payment for temporary pavement markings and all costs for furnishing, placing, maintaining, and removing the temporary pavement delineation shall be considered as included in the Bid Prices for the work to which the markings are appurtenant.

7-10.2 Storage of Equipment and Materials in Public Streets. Replace the first paragraph with the following:

Construction materials and equipment shall not be stored in streets, roads or highways, unless specifically authorized by Engineer.

7-10.3 Street Closures, Detours, Barricades. Add the following.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public and control of vehicular and pedestrian traffic within the limits of the construction area. All traffic control devices shall be clean and free of graffiti, and the Contractor shall be responsible to immediately clean and replace any device to the satisfaction of the Engineer. All barricades used as warning and guiding devices shall bear the name of the Contractor in legible letters.

The Contractor shall notify the following offices at least two (2) working days in advance prior to any street closure, or partial closure, or restriction to access:

- 1. Engineer
- 2. Torrance Police Department (310) 618-5557
- 3. Torrance Fire Department (310) 781-7040
- 4. Torrance Sanitation Division (Tony Mulliken) (310) 781-6904
- 5. Torrance Transit Department (Bus Operations) (310) 618-6927
- 6. Torrance Unified School District District Office (310) 972-6500
- 7. United States Post Office (310) 222-5902

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.1 Partial and Final Payment. Add the following:

Prior to submittal of any invoice, all items for which payment is requested shall be checked and approved by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Inspector.

Replace the last paragraph with:

At the expiration of 30 days from the recordation date of the Notice of Completion, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. Replace the third paragraph with the following:

For each progress estimate, 10 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

9-3.2 .1 Payment for Removal and Installation of Pavement Striping and Markers.

The Contract lump sum bid item for "REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, REFLECTIVE PAVEMENT MARKERS AND LEGENDS" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the removal and repainting of all traffic striping and pavement markings including establishing alignment for stripes, layout work, and sandblasting markers, complete in place. This work is either itemized in the Appendices of these Specifications and/or can be shown on aerial photos provided by the City and shall be performed as specified in these Specifications and as directed by the Engineer, and no additional compensation will be allowed therefore.

9-3.2 .2 Payment for Traffic Control.

Payment for Traffic Control shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. Payment shall include all signage, barricades, delineators, flashing arrow boards, traffic control devices, preparation and distribution of public notices, re-notification of affected homeowners and businesses as necessary, assistance in the towing of parked vehicles, and all other appurtenant work and no extra payment shall be allowed.

9-3.4 Mobilization. Replace the entire subsection with the following:

Mobilization shall include, but not be limited to, the following items:

- 1) Moving on to the site of all Contractor's plant and equipment.
- 2) Installing temporary construction power and wiring.
- 3) Establishing fire protection system.
- 4) Developing construction water supply.
- 5) Providing on-site sanitary facilities and portable water facilities, as required.
- 6) Arranging for and erection of Contractor's work and storage yard.
- 7) Submittal of all required insurance certificates and bonds, including subcontractors.
- 8) Obtaining all required permits.
- 9) Posting all OSHA required notices and establishment of safety programs.
- 10) Demobilization, clean-up and removals, including the removal of any painted markings on pavement or PCC surfaces.

Payment for Mobilization shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. The pay item shall be "MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES". Payment for mobilization shall include all items listed in Section 9-3.1 of these Specifications.

PART 2 – CONSTRUCTION MATERIALS

SECTION 203 – BITUMINOUS MATERIALS

203-5 EMULSION-AGGREGATE SLURRY

The Type II slurry shall be quick-set and shall conform to this subsection except that 2-1/2% Latex modifier shall be added.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 .6 Paint for Traffic Striping and Pavement Markings

210-1.6.1 General [Replace with the following:]

PAINT

Paint and thermoplastic materials for traffic stripes (lane lines) and pavement markings shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Specifications and these Special Provisions.

The subparagraphs of the first paragraph in Section 84-3.02, "Materials," of the State of California Standard Specifications are amended to read:

Glass beads shall conform to State Specification 8010-004 (Type II).

State Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819-4612, telephone number (916) 227-7289.

Paint for traffic striping and pavement markings, crosswalks, stop bars and legends shall be thermoplastic and shall be approved by the Engineer prior to application.

Except as otherwise noted or as directed by the Engineer, all angle points, shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers utilized for the purposes of interim delineation for centerline, lane lines, and crosswalk lines shall be placed to the side of the final striping pattern in such a way so that it will not interfere with the final thermoplastic paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor when either there will be a conflict with final striping or upon completion of the final striping.

Stencils used to paint pavement markings must conform to the latest Caltrans approved Metric Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted striping or pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

PAVEMENT MARKERS

All work and materials shall conform to the Provisions set forth in Section 85 of the State of California, Department of Transportation Standard Specifications entitled "Pavement Markers" except as noted otherwise in the following Special Provisions.

Reflective pavement markers shall be of the prismatic reflector type (Stimsonite Model 911/88 or equal) as outlined in Section 85-1.05, of the Standard Specifications. Non-reflective pavement markers shall conform to Section 85-1.04, of the Standard Specifications. The bituminous adhesive used to install the markers shall be an asphaltic material with a homogeneously nixed mineral filler and shall comply with the requirements outlined in Section 214.7.1.4, of the Standard Specifications for Public Works Construction.

Unless noted otherwise, reflective pavement markers shall be installed per the approved Plan. The composition of the material must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425°F using either air or oil jacketed melters.

Reflective pavement markers shall be placed on a location as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line, new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

PART 3 – CONSTRUCTION METHODS

SECTION 302 - ROADWAY SURFACING

302-4 EMULSION AGGREGATE SLURRY

Mixing and application shall conform to this subsection.

302-4.5 Measurement and Payment – Delete this subsection and replace with the following:

Quantities included in the Bidder's Proposal are approximate only. The payment quantity shall be determined by the actual square foot area slurry sealed and accepted by the Engineer. Payment shall include all materials, men, tools, equipment, notices, traffic control, incidentals and appurtenances, all surface preparations, weed removal, crack sealing, protection of manholes, valve boxes, drop inlets and other service entrances, and no extra compensation will be allowed. No payment shall be made for any area required to be resealed due to damage to the slurry seal prior to acceptance.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings

310-5.6.1 General – Delete this subsection and replace with the following:

The Contractor shall apply all pavement striping, legends and markings, including parking spaces and markings, lane control lines, double yellow centerline and speed legends for all streets listed in Appendix A and at the Walteria Reservior, if included in the project. All pavement markings shall match the material, configuration, and dimension of the existing to be slurried over, unless otherwise approved by the Engineer. Existing thermoplastic striping, legends or markers that are in good condition, as determined by the Engineer, shall be protected by the Contractor. In addition, Contractor may be required to install new striping, legends or markings that previously do not exist on the streets listed.

The Contractor shall not proceed with the painting of any pavement markings or striping until after the Engineer has inspected and approved the required "cat-tracking", and has authorized the Contractor to proceed with said painting.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by wet sandblasting. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.

310-5.6.6 Preparation of Existing Surfaces – Add the following subsection:

Crack sealing, asphalt patching and other surface preparation work have been performed by City forces for the streets listed in this project. Contractor shall inform the City if additional crack

sealing or asphalt patching are required at any location in the streets listed, in order to achieve the required quality of slurry seal work. Contractor shall be responsible for the extermination and removal of weeds and other plant material on pavement surfaces.

310-5.6.6.1 Removal of Existing Roadway Pavement Markings and Striping

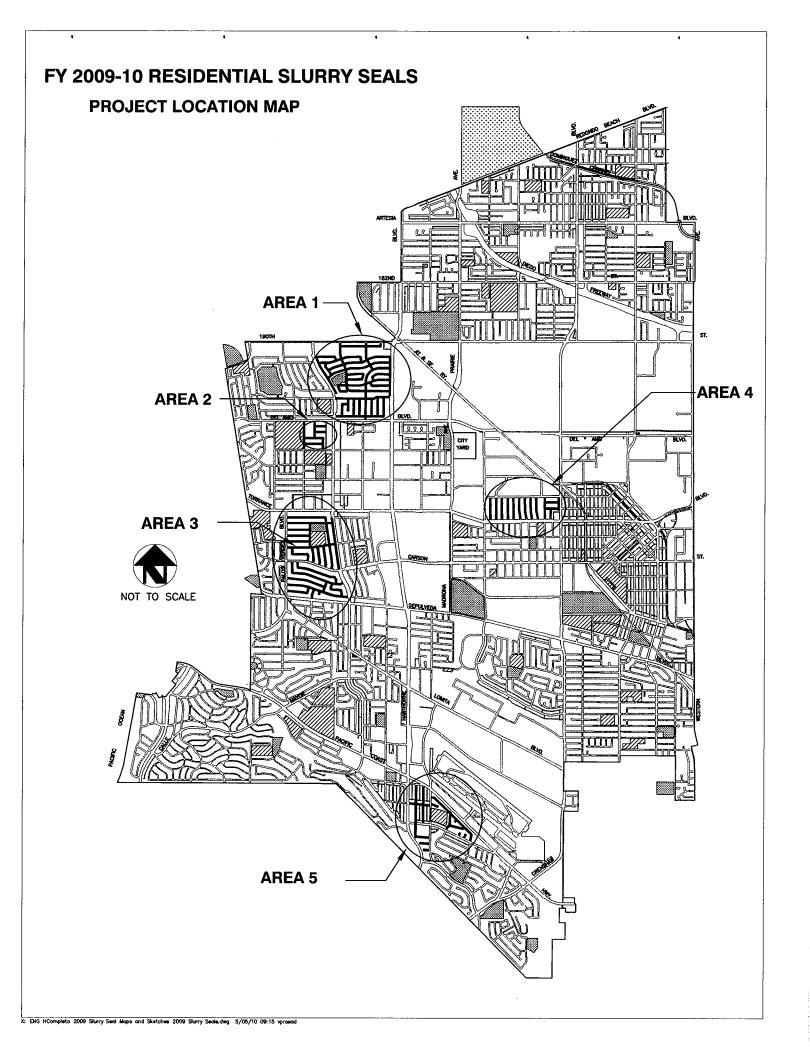
Prior to the slurry seal application, the Contractor shall remove by grinding or wet sandblasting), the existing pavement markings and legends within the work limits. Existing pavement markings and legends not within the work limits, but in close proximity shall either be protected from the work or restored in-kind. The removals shall be done on the City roadways only.

The Contractor is strongly advised to confirm in advance with the Engineer any and all markings designated for removal. Should the Contractor or its subcontractor inadvertently or intentionally remove markings on streets not designated for slurry seal, the Contractor will be fully responsible to restore the street surface and markings. Street restoration shall be accomplished, at a minimum, by use of slurry seal. All costs for restoration shall be the sole responsibility of the Contractor.

The Lump Sum amount shown in the Bidder's Proposal is to be considered allowance for this work. The Lump Sum amount in the Bidder's Proposal shall be paid for the complete removal and restoration of all pavement markings and no adjustments will be made. Should additional striping, legends or markings that are not previously existing on the pavement, be required by the Engineer, Contractor shall provide a schedule of costs for each type of markings, legends or striping.

APPENDIX A

STREETS LIST, LOCATION AND DETAIL MAPS

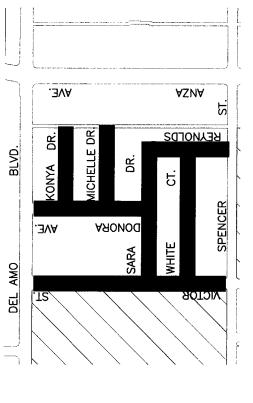


FY 2009-10 RESIDENTIAL STREETS SLURRY SEAL, I-100 BLVD ST. 넑 S. BLVD. ST. S. TALISMAN ΆλΕ. BURIN TOUCAN ST. 10 Ta GREVILLEA **YVE** AVE ĸ. MANSEI AVEFIRMONA **AREA 1 LOCATION MAP** CT STEELE ST. NAMSIJAT ST 5 DEELANE BERNIST ST. BULOVA STEELE INCBIIM DEELANE PL. AMO AVE 191st 딢 ΒΛ¥ BELLEMARE DARIEN NGLEW OOD BISHOP RD. MARROT .Aa ave. Tiuaq CADISON DARIEN P 51: S. 190TH ST. CARMELYNN HALISON SI TOWERS BLVD. FLAVAN AVE. PATRICK BECKWORTH FLAVIAN AVE MOSICAS 15 ઝ АЯОИОВ AVE. COLLECTED ON TUESDAYS. APPLICATION OF SLURRY PROHIBITED ON MONDAYS TRASH IN THIS AREA IS SEAL IN THIS AREA IS TYPE II SLURRY SEAL NOT TO SCALE SCHOOL PARK **FUESDAYS.** LEGEND: NOTE:

FY 2009-10 RESIDENTIAL STREETS SLURRY SEAL, I-100 AREA 2 LOCATION MAP

NOTE:

TRASH IN THIS AREA IS COLLECTED ON TUESDAYS. APPLICATION OF SLURRY SEAL IN THIS AREA IS PROHIBITED ON MONDAYS & TUESDAYS.



NOT TO SCALE

LEGEND:

TYPE II SLURRY SEAL



SCHOOL



PARK

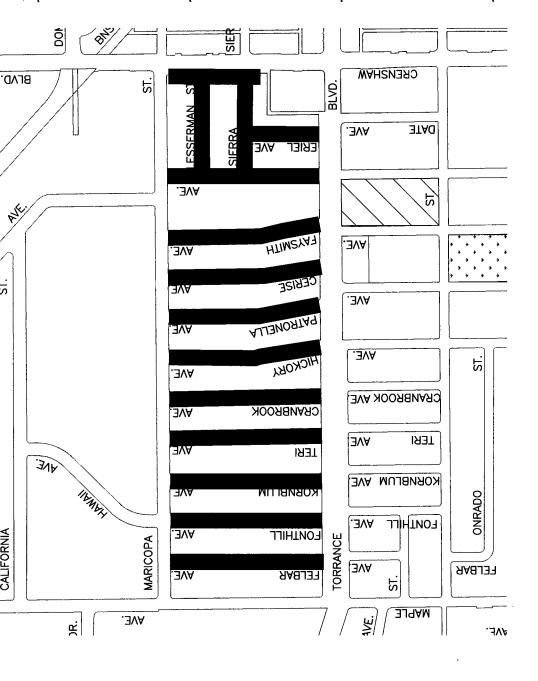
FY 2009-10 RESIDENTIAL STREETS SLURRY SEAL, I-100 **AREA 3 LOCATION MAP** NOTE: TRASH IN THIS AREA IS LEGEND: COLLECTED ON TUESDAYS. TYPE II SLURRY SEAL APPLICATION OF SLURRY **SCHOOL** SEAL IN THIS AREA IS PROHIBITED ON MONDAYS & PARK TUESDAYS. NOT TO SCALE TORRANCE ST. SCOTT LADEENE LFE MARJORIE **STEVEANN** ST. LILLIAN ST. RUBY. Я. LENORE BLVD. REYNOLDS AVE. ښ <u>ST.</u> ≱ CARMEN PAUL CARSON 유 AVE. JACQUES ST JACQUES ` MERRILL 몺. LAURETTE AURETTE ST. XATHARZ CATHANN PALOS VERDES BERAN LINDA SEPULVEDA BLVD ; "B" 'B' AVE. ä AVE. AVE. ; PLOTTI PR. MINDOR. AVE.

FY 2009-10 RESIDENTIAL STREETS SLURRY SEAL, I-100 **AREA 4 LOCATION MAP**

ST.

CALIFORNIA

PROHIBITED ON WEDNESDAYS COLLECTED ON WEDNESDAYS APPLICATION OF SLURRY TRASH IN THIS AREA IS & THURSDAYS.





NOT TO SCALE

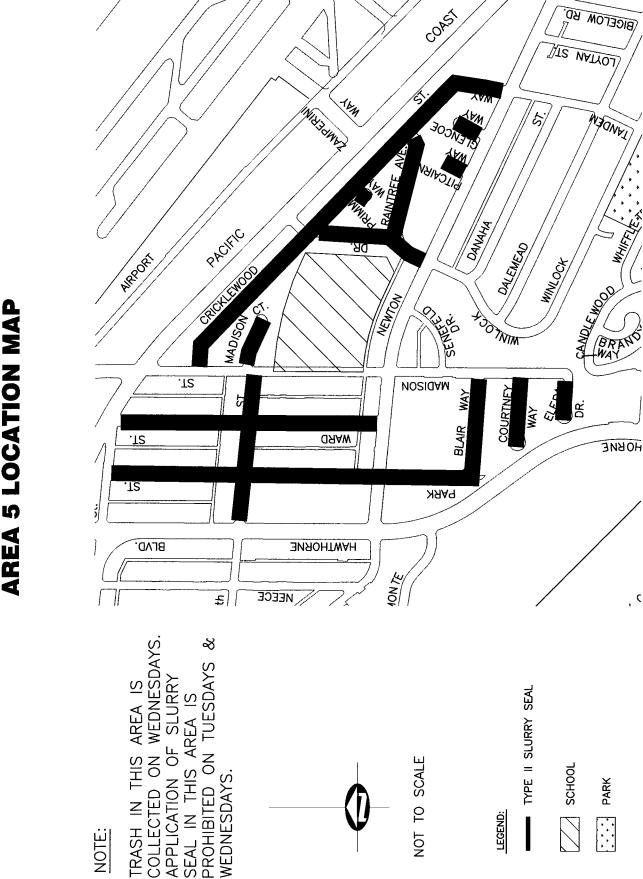
LEGEND:

TYPE II SLURRY SEAL

SCHOOL

PARK

FY 2009-10 RESIDENTIAL STREETS SLURRY SEAL, I-100 **AREA 5 LOCATION MAP**



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74	2009-10 RESIDENTIAL SLUR	RY	SEAL PROGRAM						
						ARE	AREA CALCULATIONS	SNC	
Ŏ.	STREET NAME	FROM	ρ	EST. LENGTH (LF)	EST. WIDTH (LF)	AREA (L x W)	AREA ADD/ ADJUSTMENT (DEDUCT)	ADD/ (DEDUCT)	TOTAL AREA (SF)
		AREA 1							
-	191st St	Inglewood Ave	E/o Firmona Ave to 190th	1,940	32	62,080			62,080
7	Arvada St	Anza Ave	Towers St	1,038	31	32,178			32,178
3	Towers St	Anza Ave	Inglewood Ave	1,064	32	34,048			34,048
	Towers St	Inglewood Ave	Cadison St	1,070	ह्य	33,170			33,170
	Cadison St	Pruitt Dr	inglewood Ave	704	32	22,528			22,528
9 1	Cadison St	Inglewood Ave	Firmona Ave	1,040	32	33,280		000	33,280
\ a	Name of St	April Ave	Hawmorne Bi Service Rd	1,026	75 8	32,832	Knuckie	787	33,114
	Narrot St	Indiewood Ave	Firmona Ave	1 058	3 8	33 856			33,132
	Narrot St	Firmona Ave	Hawthorne Bi Service Rd	868	32	28.736			28.736
1	Steele St	Inglewood Ave	Bulova St	618	30	18.540	Knuckle	6.204	24.744
12	Bulova St	Inglewood Ave	Steele St	920	90	27.600		4.301	31.901
•	Bulova St	Darien St	Hawthorne BI Service Rd	896	32	30,976			30,976
	Darien St	Darien Pl	Inglewood Ave	268	32	8,576	Knuckle	6,562	15,138
	Darien St	Inglewood Ave	Talisman Ave	818	32	26,176			26,176
9	Darien St	Talisman Ave	Hawthorne Bl Service Rd	1,097	32	35,104			35,104
17	Toucan St	Darien St	Hawthorne Bl Service Rd	970	32	31,040			31,040
2	Deelane Pl	Darien Pl	Inglewood Ave	308	32	9,792			9,792
2 6	Deelane St	Inglewood Ave	lalisman Ave	88/	35	25,276			25,216
3 2	Deelane St	A Parisman Ave	Hawmorne Bl Service Rd	1,069	38.5	34,208			34,208
- 1	Halison St	Talisman Ave	Hawthome BI Centice Dd	1,030	32	24 688			24 688
1	Bishop Rd	Pruitt Dr	Bellamare Ave	184	32	5.888	Knuckle	6.238	12,126
1	Carmelynn St	Anza Ave	Talisman Ave	1,338	32	42,816	ပ်	(128)	42,688
25	Carmelynn St	Talisman Ave	Burin Ave	744	32	23,808			23,808
92	Anza Ave Service Rd (E)	Arvada St	Narrot St	1,020	25	25,500		3,915	29,415
22	Anza Ave Service Rd (E)	Narrot St	Cul de-Sac (S)	715	25	17,875	Cul-de Sac	3,915	21,790
စ္က	Pruitt Dr	Towers St	Narrot St	616	25.5	15,708	1/2		15,708
ည္သ	Pruitt Dr	Bishop Rd	Carmelynn St	416	32	13,312			13,312
စ္က	Bellamare Ave	Halison St	Cul de-Sac (S)	424	32	13,568		7,142	20,710
5	Darien Pi	Darien St	Deelane Pl	172	34	5,332	Knuckle	4,695	10,027
32	Inglewood Ave	190th St	Deelane Pl	2,178	25	69,696			969'69
3[5	Ingrum way	Hallson St	Carmelynn of	746	35 6	24,128			24,128
5 4	Talisman Ave	Del Amo Bl	Hauthorne Bl Service Dd	3 120	32	20,012			270/27
ျွင့	Firmona Ave	190th St	Talisman Ave	1 288	33	41 216			41 216
37	Mansel Ave	Halison St	Carmelynn St	748	32	23,936			23,936
38	Grevillea Ave	Halison St	Carmelynn St	804	32	25,728			25,728
39	Burin Ave	Halison St	Carmelynn St	754	32	24,128	Knuckle	6,708	30,836
40	Hawthorne Bl Service Rd	Cadison St	Dead End (South)	2,572	26	66,872			66,872
			Subtotal Area 1						1,279,393

No. STREET NAME FROM F	•	2009-10 RESIDENTIAL SLURRY SEAL PROGRAM	IAL SLURRY SE	AL PROGRAM						
STREET NAME FROM TO LENGTH (LF) WIDTH (L x W) AREA ADD/ (L x W) AREA ADD/ AREA AREA ADJUSTMENT (DEDUCT) TOTH (L x W) ADJUSTMENT (DEDUCT) AREA ADJUSTMENT (DEDUCT)							ARE	EA CALCULATIO	SNS	
AREA 2 Konya Dr Donora Ave End of Pavement (E) 492 29 14,268 Parity Sarah Dr Donora Ave End of Pavement (E) 492 30 14,760 Parity Sarah Dr Victor St Reynolds Dr 750 30 22,500 Parity White Ct Victor St Reynolds Dr 738 30 22,140 Parity Victor St Del Amo Blvd Spencer St 1,252 30 37,560 Knuckle 7,642 Victor St Del Amo Blvd Spencer St 425 30 12,750 Knuckle 7,642 Reynolds Dr Sarah Dr Subbtotal Area 2 30 12,750 Knuckle 7,642	NO.		FROM	ρ	EST. LENGTH (LF)	EST. WIDTH (LF)	AREA (L x W)	AREA ADJUSTMENT	ADD/ (DEDUCT)	TOTAL AREA (SF)
Konya Dr Donora Ave End of Pavement (E) 492 29 14,268 Procession			AREA 2							
Michelle Dr Donora Ave End of Pavement (E) 492 30 14,760 Permodes	4		Donora Ave	End of Pavement (E)	492	59	14,268			14,268
Sarah Dr Victor St Reynolds Dr 750 30 22,500 Permoles Perm	42		Donora Ave	End of Pavement (E)	492	30	14,760			22,402
White Ct Victor St Reynolds Dr Reynolds Dr <t< td=""><td>43</td><td></td><td>Victor St</td><td>Reynolds Dr</td><td>750</td><td>30</td><td>22,500</td><td></td><td></td><td>22,500</td></t<>	43		Victor St	Reynolds Dr	750	30	22,500			22,500
Donora Ave Del Amo Blvd Sarah Dr 738 30 22,140 Control Control <th< td=""><td>4</td><td></td><td>Victor St</td><td>Reynolds Dr</td><td>826</td><td>29</td><td>23,954</td><td></td><td>120</td><td>24,074</td></th<>	4		Victor St	Reynolds Dr	826	29	23,954		120	24,074
Victor St Del Amo Blvd Spencer St 1,252 30 37,560 Rnuckle 7,642 Reynolds Dr Sarah Dr Subtotal Area 2 12,750 Knuckle 7,642 16	45	Donora Ave	Del Amo Blvd	Sarah Dr	738	30	22,140			22,140
Reynolds Dr	46	Victor St	Del Amo Bivd	Spencer St	1,252	30	37,560			37,560
	47		Sarah Dr	Spencer St	425	30	12,750		7,642	20,392
				Subtotal Area 2						163,336

	2009-10 RESIDENTIAL SLUR		RY SEAL PROGRAM						
						AREA	A CALCULATIONS	SNC	
Ö	STREET NAME	FROM	Ō	EST. LENGTH (LF)	EST. WIDTH (LF)	AREA (L x W)	AREA ADJUSTMENT	ADD/ (DEDUCT)	TOTAL AREA (SF)
		AREA 3							
4 8₽	Scott St	Palos Verdes Bi	Evalyn Ave	1,800	32	57.600			57.600
49	Lee St	Palos Verdes Bl	Anza Ave	2,036	32	65,152			65,152
20	Steveann St	Palos Verdes BI	Ellinwood Dr	1,020	31	31,620			31.620
51	Lillian St	Palos Verdes Bi	Ellinwood Dr	1,020	32	32,640			32.640
25	Ruby St	Palos Verdes Bl	Ellinwood Dr	1,010	31	31,310			31.310
23	Lenore St	Palos Verdes BI	Anza Ave	2,192	32	70,144			70,144
ጷ	Carmen St	Paul Ave	Bernice Ave	496	32	15,872	Knuckle	6,350	22,222
22	Jacques St	Dewey Ave	Evalyn Ave	1,548	32	49,536		5,784	55,320
တ္ထ	Merrill St	Paul Ave	Anza Ave	2,338	32	74,816			74.816
24	Laurette St	Palos Verdes Bl	Reynolds Dr	1,754	32	56,128			56,128
28	Laurette St	Evalyn Ave	Kathryn St	312	30	9,360		6.894	16,254
23	Cathann St	Palos Verdes Bi	Anza Ave	2,856	32	91,392			91,392
8	Beran St	Palos Verdes Bl	Elmo Ave	305	32	28,864			28,864
9	Paul Ave	Lenore St	Carmen St	186	32	5,952	Knuckle	7,028	12,980
62	Paul Ave	Carson St	Merrill St	422	31	13,082		6.462	19,544
အ	Dewey Ave	Carson St	Jacques St	206	32	6,592		6,114	12,706
প্র	Bernice Ave	Carmen St	Carson St	252	32	8,064			8,064
65	Ellinwood Dr	Lee St	Lenore St	1,045	32	33,440			33,440
မွ	Ellinwood Dr	Lenore St	Carson St	069	32	22,080			22,080
29	Ellinwood Dr	Cathann St	Sepulveda Bl	415	32	13,280			13,280
8	Elmo Ave	Cathann St	Beran St	255	32	8,160			8,160
8	Vicky Ave	Lenore St	Carson St	833	32	26,656			26,656
2	Reynolds Ave	Lenore St	Carson St	096	32	30,720	-		30,720
7	Reynolds Dr	Merrill St	Cathann St	482	32	15,424			15,424
2	Evalyn Ave	Scott St	Carson St	2,250	32	72,000			72,000
2	Evalyn Ave	Jacques St	Merrill St	248	32	7,936			7,936
7	Evalyn Ave	Merrill St	Laurette St	162	30	4,860		5,716	10,576
72	Cathann PI	Cathann St	Cul de-Sac (South)	0	0	0		7,458	7,458
9	Kathryn Ave	Laurette St	Cathann Street	166	30	4,980		6,894	11,874
> F	Anza Avenue Service Rd (W)	Cul de Sac (north end)	Lee Street		92	9,100		4,334	13,434
8 /2	Anza Avenue Service Rd (W) Lee St	Lee St	Lenore Street	872	5 8	22,672			22,672
P.	Anza Avenue Service Kd (VV)	Lenore St	Cul de Sac (S @ Carson St)	_	26	28,392			28,392
			Subtotal Area 3						1,010,858

	2009-10 RESIDENTIAL SLURRY		SEAL PROGRAM						
						AREA	EA CALCULATIONS	SNC	
Ö	STREET NAME	FROM	ότ	EST. LENGTH (LF)	EST. WIDTH (LF)	AREA (L x W)	AREA ADJUSTMENT	ADD/ (DEDUCT)	TOTAL AREA (SF)
		AREA 4							
8	Felbar Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
8	Fonthill Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
82	Kornblum Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
æ	Teri Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
8	Cranbrook Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
8	Hickory Ave	Maricopa St	Torrance BI Service Rd	066	31.5	31,185			31,185
8 8	Patronella Ave	Maricopa St	Torrance Bl Service Rd	995	31.5	31,343			31,343
ò	Cense Ave	Maricopa St	I orrance BI Service Rd	1,000	31.5	31,500			31,500
88	Faysmith Ave	Maricopa St	Torrance Bl Service Rd	1,000	31.5	31,500			31,500
8	Elm Ave	Maricopa St	Torrance Bl Service Rd	066	31.5	31,185			31,185
8	Eriel Ave	Maricopa St	Torrance BI Service Rd	430	32	13,760			13,760
6	Crenshaw Service Road (W)	Cul de-Sac (north end)	Alley (s/o Sierra Street)	625	17	10,625	Spandrel	(464)	10,161
95	Lesserman St	Maricopa St	Crenshaw Service Rd (W)	635	31.5	20,003			20,003
8	Sierra St	Maricopa St	Crenshaw Service Rd (W)	635	4	27,940			27,940
1	(ounted)			0	0	0			
			Subtotal Area 4						384,501
		AREA 5							
92	Cricklewood St	Madison St	Tandem Way/Newton St	2,770	32	88,640	Cross-gutter	64	88,704
96 6	Madison Ct	Madison St	Cul de-Sac (E)	275	32	8,800		2,950	11,750
97	Winlock Dr	Cricklewood St	Newton St	810	32	25,920	Widening	089	26,600
္တ	Winlock Dr	Cricklewood St	Pacific Coast Highway	128	32	4,096			4,096
8	Primm Way	Cricklewood St	Cul de-Sac (S)	33	98	1,170	Cul de-Sac	2,300	3,470
3 5	_	Newton St	Cul do Sac (N)	90,	32	22,400	aco op Ind	2 6 2 6	5 500
9	\top	Newton St	Cul de-Sac (N)	142	38	4 544	1	3,020	7,530
103	_	Madison St	Cul de-Sac (E)	200	900	000'9	Knuckle & Cul de-Sad		12.700
<u>5</u>	_	Cul de-Sac (W)	Madison St	385	30	11,550	Cul de-Sac	5,100	16,650
105		Park St	Madison St	610	36	21,960		200	22,460
106		242nd St	Newton St	1,680	46	77,280			77,280
107	Park St	Newton St	Blair Way	260	34	19,040			19,040
2	244th St	Hawthorne Blvd	Madison St	845	98	30,420			30,420
109		242nd St	Newton St	1,675	36	60,300			60,300
			Subtotal Area 5						409,074
			GRAND TOTAL						
			AREAS 1 through 5						3.247.162
			t						

APPENDIX B

SCHEDULE OF LANE STRIPING, LEGENDS AND MARKERS

	BLUE MARKER AT FIRE HYDRANT (EA)		2	1	1	2	0	7	-	- 6	-	. 2	-	2 .	0	1	2	1	1	0	0	3	1	0	Į.		0	o •	- -	- ,	ı	0	-	0	1	0	0	0	0	1	2	37
	12" YELLOW X-WALK (dbl lines) STD A24E (EA)																					F																				-
	12" WHITE X-WALK (dbl lines) STD A24E (EA)							-	-																		1									- (2				2	6
	TYPE IV L OR R ARROW STD A24A (EA)																																		,							
	"KEEP CLEAR" LEGEND STD A24E (EA)																																									0
	"SLOW SCHOOL XING" LEGEND STD A24D (EA)																											A.C														0
	"STOP" LEGEND STD A24D (EA)		ဗ	1	-		- 6	7	6	2	+				1	2	1			-		-	į.		2	- 6	7						8			0	4			-	*	45
	12" WHITE STOP BAR STD A24E (EA)		3	-	-	- ,	-		6	2					1	2	-		2	-	•	1	1		2	1							3		L.	ဂ	7			-	2	38
	8" WHITE (STD A20D- DET 38) (LF)																																									0
	4" DBL- YELLOW (STD A20A- DET 22) (LF)																			450	20	100	90										90		,	3						800
	4" YELLOW SKIP STRIPE (STD A20A - DETAIL 5) (LF, inc. spaces)												t.								1,000														,	304,						2,400
AL PROGRAM	2		E/o Firmona Ave to 190th	Towers St	Inglewood Ave	Cadison St	Firmona Ave	Hawthorne Bl Service Rd	Inglewood Ave	Firmona Ave	Hawthorne Bl Service Rd	Bulova St	Steele St	Hawthorne Bl Service Rd	Inglewood Ave	Talisman Ave	Hawthorne Bl Service Rd	Hawthorne BI Service Rd	Inglewood Ave	Talisman Ave	Hawthorne BI Service Rd	Talisman Ave	Hawthorne Bl Service Rd	Bellamare Ave	Talisman Ave	Burin Ave	Narrot St	Name St	Cormolium St	Callifery III Of	Cui de-Sac (S)	Deelane PI	Deelane PI	Carmelynn St	Carmelynn St	Tawkilolife bi Service Ru	ralisman Ave	Carmelynn St	Carmelynn St	Carmelynn St	Dead End (South)	Subtotal Area 1
₹Y SE	_																					•								The second second												
IAL SLURI	FROM	AREA 1	Inglewood Ave	Anza Ave	Anza Ave	Inglewood Ave	Indlewood Ave	Firmona Ave	Anza Ave	Inglewood Ave	Firmona Ave	Inglewood Ave	Inglewood Ave	Darien St	Darien PI	Inglewood Ave	Talisman Ave	Darien St	Darien PI	Inglewood Ave	Talisman Ave	Anza Ave	Talisman Ave	Pruitt Dr	Anza Ave	Talisman Ave	Arvada St	Towers St	Bishon Dd	Disposion Ct	nailson of	Darien St	180m of	Hallson St	nalison of	Cel Aillo Di	190m St	Hallson St	Halison St	Halison St	Cadison St	
2009-10 RESIDENTIAL SLURRY SEAL PROGRAM	STREET NAME		191st St	Arvada St	Towers St	Codison Ct	Cadison St	Cadison St	Narrot St	Narrot St		Τ	Bulova St	Bulova St	Darien St		Darien St	П	Deelane PI	П	-		Halison St	Bishop Rd		一	Ariza Ave Service Rd (E)	Pailt Dr	Druit Or	1	1	Darien Pi	Inglewood Ave	7	+	╅	_	7	Grevillea Ave	Burin Ave	Hawthorne BI Service Rd	
	Ö		-	7	~ ·	4	y C	_	∞	6	9	=	12	13	14	15	16	17	18	19	20	21	22	23	74	32	8 5	7 %	Š	3 6	3 5	ء ا	3 8	ર ર	\$ 6	8	8 5	7	8 8	စ္ကန	₽	

	2009-10 RESIDEI	2009-10 RESIDENTIAL SLURRY SEAL PROGRAM	EAL PROGRAM											
Ö	O. STREET NAME	FROM	OT	4" YELLOW SKIP STRIPE (STD A20A - (, DETAIL 5) (LF, inc. spaces)	4" DBL- YELLOW - (STD A20A - DET 22) (LF)	8" WHITE (STD A20D- DET 38) (LF)	12" WHITE STOP BAR STD A24E (EA)	"STOP" STD STD A24D (EA)	"SLOW "KEEP CLEAR" XING" LEGEND LEGEND STD A24E (EA)	"KEEP CLEAR" LEGEND STD A24E (EA)	TYPE IV L OR R ARROW STD A24A (EA)	12" WHITE X-WALK (dbl lines) STD A24E (EA)	12" WHITE YELLOW X-WALK X-WALK (dbl lines) (dbl lines) STD A24E STD A24E (EA) (EA)	BLUE MARKER AT FIRE HYDRANT (EA)
									AREA 2			!		
4	1 Konva Dr	Donora Ave	End of Pavement (E)											Į.
4		Donora Ave	End of Pavement (E)											-
43	1	Victor St	Reynolds Dr				-	-						2 -
4	44 White Ct	Victor St	Reynolds Dr				-	1						-
4		Del Amo Blvd	Sarah Dr				F	F						2
4	46 Victor St	Del Amo Blvd	Spencer St	980	200	20	-	က			2		8	3
4	7 Reynolds Dr	Sarah Dr	Spencer St				F	F						0
			Subtotal Area 2	860	200	20	5	7	0	0	2	0	က	6

	2009-10 RESIDENTIAL SLURRY SEAL PROGRAM	IAL SLURRY SE	AL PROGRAM											
Ž	NO. STREET NAME	FROM	0	4" YELLOW SKIP STRIPE (STD A20A - DETAIL 5) (LF, inc. spaces)	4" DBL- YELLOW (STD A20A - DET 22) (LF)	8" WHITE (STD A20D- DET 38) (LF)	12" WHITE STOP BAR STD A24E (EA)	"STOP" STD A24D (EA)	"SLOW SCHOOL XING" LEGEND STD A24D (EA)	"KEEP CLEAR" LEGEND STD A24E (EA)	L OR R L OR R ARROW STD A24A (EA)	12" WHITE X-WALK (dbl lines) STD A24E (EA)	12" YELLOW X-WALK (dbl lines) STD A24E (EA)	BLUE MARKER AT FIRE HYDRANT (EA),
\bot								7	AREA 3					
4	П	Palos Verdes Bl	Evalyn Ave				1	1						2
4	\Box	Palos Verdes Bl	Anza Ave				4	4					-	0
S)		Palos Verdes BI	Ellinwood Dr				-	-						0
ς,		Palos Verdes Bl	Ellinwood Dr				-	2					÷	0
S		Palos Verdes BI	Ellinwood Dr			-		-					1	0
သ		Palos Verdes Bl	Anza Ave				2	3	2	1			က	က
လ		Paul Ave	Bernice Ave		110									-
ფ		Dewey Ave	Evalyn Ave											က
S		Paul Ave	Anza Ave		20		-	-						2
2		Palos Verdes BI	Reynolds Dr				-	-						1
S	П	Evalyn Ave	Kathryn St			-		72						0
2		Palos Verdes BI	Anza Ave				4	4						2
9	7	Palos Verdes Bl	Elmo Ave				-	-						0
φ	Paul Ave	Lenore St	Carmen St											0
9	Paul Ave	Carson St	Merrill St	-		-	+	- -						-
9	Dewey Ave	Carson St	Jacques St				-	-						
9		Carmen St	Carson St		100		-	1						0
9		Lee St	Lenore St				1	2	2				2	4
φ	66 Ellinwood Dr	Lenore St	Carson St				2	2						0
ဖ		Cathann St	Sepulveda Bi				1	2				1 .		0
9		Cathann St	Beran St	-			-							1.
9	69 Vicky Ave	Lenore St	Carson St				-	-						0
		Lenore St	Carson St				-	1						-
_		Merrill St	Cathann St				2	2						1
	72 Evalyn Ave	Scott St	Carson St			1	2	S						
_		Jacques St	Merrill St				1	1						1
	74 Evalyn Ave	Merrill St	Laurette St											1
~	_	Cathann St	Cul de-Sac (South)				-	-						0
		Laurette St	Cathann Street											1
	- 1	Cul de Sac (north end)	Lee Street				-	-						0
	78 Anza Avenue Service Rd (W) Lee St	Lee St	Lenore Street		-		_	+						← c
	- 11	Lenore 51	Cui de Sac (S @ Carson St)											5
Ш			Subtotal Area 3	0	280	0	37	42	4	-	0	-	8	28.

No. STREET NAME	-	2009-10 RESIDENTIAL SLURRY SEAL PROGRAM	TIAL SLURRY SE,	AL PROGRAM											
Transfer FROM									}-				-		
AREA 4 Paracre Bi Service Rd Torrance Bi	Ŏ.		FROM	ОТ			8" WHITE (STD A20D- DET 38) (LF)			"SLOW SCHOOL SING" EGEND TD A24D (EA)		L OR R ARROW STD A24A S	12" WHITE X-WALK (dbl lines) STD A24E (EA)	12" YELLOW X-WALK (dbl lines) STD A24E (EA)	BLUE MARKER AT FIRE HYDRAWT (EA)
Techen August												•			
Figure Marticope St	80	Felbar Ave	Maricopa St	Torrance Bl Service Rd				-	-						1
Totalitar Ave	81	Fonthill Ave	Maricopa St	Torrance BI Service Rd				1	1						1
Tendencok Ave Maricopa St Torrance Bi Service Rd Florance Bi Service Bi Service Rd Florance Bi Service Bi	82	Kornblum Ave	Maricopa St	Torrance BI Service Rd				-	1						-
Circlewood St. Torrance B Service Rd Formation St. For	83	Teri Ave	Maricopa St	Torrance BI Service Rd		-	:	-	-	-					-
Hickory Ave	84	Cranbrook Ave	Maricopa St	Torrance BI Service Rd				_	-						-
Patroneila Ave Maricope St Torrance B) Service Rd 1 1 1 1 1 1 1 1 1	82	Hickory Ave	Maricopa St	Torrance BI Service Rd		20		-	-				-		1
Circlewood St	8	Patronella Ave	Maricopa St	Torrance BI Service Rd				_	-						-
Elicitation	84		Maricopa St	Torrance BI Service Rd	٠			-	-						-
Elite Avee Marticope St Torrance Bi Savicie Rd Transe Bi Savicie Bi Savicie Rd Transe Bi Savicie Bi Bi Bi Vista Bi Bi Bi Vista Bi Bi Bi Vista Bi Bi Vista Bi	88		Maricopa St	Torrance BI Service Rd				-	-					-	-
Circle Nave Circle Road (W) Circle Road (R) Circle Road (R	88		Maricopa St	Torrance BI Service Rd				- -	<u>.</u>		-				1
Circiteword St	06			Torrance Bl Service Rd											1
Circklewood St Maricopa St Crenshaw Service Rd (W) Sierra St Maricopa St Crenshaw Service Rd (W) 50 60 15 19 0	91	Crenshaw Service Road (W)	ř. –	Alley (s/o Sierra Street)								2			
Silerra St Maricopa St Crenshaw Service Rd (W) So 50 0 15 19 0	95		Maricopa St	Crenshaw Service Rd (W)											
Cricklewood St Madison St Cui de-Sac (N) Medison St Cui	93		Maricopa St	Crenshaw Service Rd (W)											
AREA 5	8	(omitted)						2	6			-	2	-	9
AREA 5 Cricklewood St Madison St Tandem Way/Newton St 3 4 A Madison Ct Madison St Cuide-Sac (E) Concilewood St Cuide-Sac (S) 3 4 A Winlock Dr Cricklewood St Cuide-Sac (S) Cricklewood St Cuide-Sac (S) Cricklewood St Cuide-Sac (N) Primm Way Cricklewood St Cuide-Sac (N) Cricklewood St Cuide-Sac (N) Cricklewood St Cuide-Sac (N) Risaintee Ave Cricklewood St Cuide-Sac (N) Cricklewood St Cuide-Sac (N) Cricklewood St Cuide-Sac (N) Risaintee Ave Madison St Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Electa Dr Madison St Cuide-Sac (N) Madison St Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Bair Vay Park St Newton St Bair Vay Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Cuide-Sac (N) Park St Hawkton St Bair Vay So 4 4 4 <th></th> <th></th> <th></th> <th></th> <th>0</th> <th>50</th> <th>0</th> <th>15</th> <th>19</th> <th>0</th> <th>0</th> <th>3</th> <th>4</th> <th>2</th> <th>17</th>					0	50	0	15	19	0	0	3	4	2	17
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Madison Ct Madison St Cui de-Sac (E) 1 1 Winlock Dr Cricklewood St Newton St 2 3 Winlock Dr Cricklewood St Cui de-Sac (S) 2 2 Primm Nay Cricklewood St Unlinock Dr 2 2 Primm Nay Cricklewood St Winlock Dr 2 2 Primm Nay Cricklewood St Winlock Dr 2 2 Pricaim Vay Cricklewood St Cui de-Sac (N) 2 2 Picciam Vay Newton St Cui de-Sac (N) 2 2 Gencoe Way Madison St 1 1 1 Elencoe Way Park St Madison St 4 4 Blair Vay 50 4 4 4 Blair Vay 50 4 4 4 Blair Vay 242nd St Newton St Newton St 4 4 Ward St 242nd St Newton St 232nd St 4 4 Ward St	95	Cricklewood St	Madison St	Tandem Way/Newton St				က	4				-		2
Winlock Dr Cricklewood St Newton St Newton St Newton St St 3 Winlock Dr Circklewood St Culcklewood St Culc	96		Madison St	Cul de-Sac (E)				-	1					1.	0
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Primm Way Cricklewood St Cul de-Sac (S) Cul de-Sac (N) <	8	7	Cricklewood St	Pacific Coast Highway				7	7						0
Namical Caritime Ave Cricklewood St Winlock Dr Pitcairn Way Newton St Cull de-Sac (N) Madison St Cull de-Sac (P) Cull de-S	6	_	Cricklewood St	Cul de-Sac (S)											0
Pitcairn Way Newton St Cul de-Sac (N) Gelacoe Way Newton St Cul de-Sac (N) Gelacoe Way Madison St Cul de-Sac (R) Cul de-Sac (R) Madison St Cul de-Sac (R) Madison St Cul de-Sac (W) Madison St Cul de-Sac (W) Madison St Caracter (R) Cul de-Sac (W) Madison St Caracter (R) Cul de-Sac (W) Madison St Caracter (R) Caracter	9	_	Cricklewood St	Winlock Dr											-
Subtotal Area St	5 5	1	Newton St	Cul de-Sac (N)		100		, a							
Courtney Way Madison St		-	Modios St	Cul de Sac (N)					1						-
Subtotal Area St	3 2		Madison St	Medico St				 	,						- ;
Park St	2 5	- 1	Cui de-Sac (vv)	Madison St				-	1						7 0
Park St	2 2	-	Paik St	Madisoli St		09			-	ľ					1
244th St Hawthorne Blvd Madison St 50 4 5 Ward St 242nd St Newton St 50 4 4 4 Subtotal Area 5 0 200 0 22 26 0 GRAND TOTAL AREAS 1 through 5 3,260 1,530 50 117 139 4	10		Newfon St	Blair Wav		20		-	-						2
Ward St Dewton St Newton St 50 4 <td>108</td> <td></td> <td></td> <td>Madison St</td> <td></td> <td>20</td> <td></td> <td>4</td> <td>5</td> <td></td> <td></td> <td></td> <td>-</td> <td>F</td> <td>9</td>	108			Madison St		20		4	5				-	F	9
0 200 0 22 26 0 3,260 1,530 50 117 139 4	109			Newton St		50		4	4						2
3,260 1,530 50 117 139 4				Subtotal Area 5	0	200	0	22	26	0	0	0	2	3	18
3,260 1,530 50 117 139 4				GRAND TOTAL											
				AREAS 1 through 5	3,260	1,530	20	117	139	4	-	ဖ	16	17	109

APPENDIX C

CALTRANS STANDARD PLANS FOR PAVEMENT MARKINGS

